

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

PROLOGIS,

Plaintiff,

v.

THE MEN'S WEARHOUSE,

Defendant.

**CIVIL ACTION FILE NO.
1:11-CV-00607-AT**

PLAINTIFF'S INITIAL DISCLOSURES

Pursuant to Local Rule 26.1, Plaintiff ProLogis hereby provides these initial disclosures. The information set forth herein constitutes the best information presently available to ProLogis. ProLogis provides these disclosures without prejudice to its right to timely amend, supplement, or change said disclosures if and when additional, different, or more accurate information becomes available. These disclosures are subject to correction for inadvertent errors or omissions, if any such errors or omissions are later found to exist.

(1) State precisely the classification of the cause of action being filed, a brief factual outline of the case including plaintiff's contentions as to what defendant did or failed to do, and a succinct statement of the legal issues in the case.

Response:

ProLogis brings this action for damages related to the contamination of property it owns located at 4000 - 4030 Pleasantdale Road, Atlanta, DeKalb County, Georgia (the "Property"). ProLogis purchased the Property in 1995. At that time, ProLogis acquired all rights and obligations under the lease agreements executed by the former Property owner and tenants.

The Property contains two buildings with space for a number of commercial businesses. Mitchell's Formal Wear, Inc. ("Mitchells") leased a portion of the Property located at 4030 Pleasantdale Road beginning August 1, 1980, and continuing through January 31, 2000. Mitchells cleaned clothing on the leased property using hazardous chemicals, including perchloroethylene ("PCE"). In its lease agreements, Mitchells agreed to maintain the leased property in good and clean condition and to make all repairs necessary to maintain the Property in such condition. Mitchells spilled or otherwise released PCE on the leased property, resulting in the contamination of the Property.

In 1998, ProLogis discovered the PCE contamination on the Property and demanded that Mitchells clean up the Property and remove the PCE contamination.

On June 1, 1998, ProLogis and Mitchells entered into an Environmental Agreement in which Mitchells acknowledged that the presence of PCE in the soil and groundwater beneath the Property is associated with Mitchells on-site dry cleaning operations and agreed to investigate the extent of PCE contamination and to perform appropriate and reasonable remediation activities at the Property. In addition, in the Environmental Agreement, the parties agreed to arbitrate disputes regarding the scope and extent of Mitchells clean-up obligations. The parties dispute whether those clean-up obligations have been satisfied, and have agreed to arbitrate this dispute on or before October 15, 2011.

ProLogis contends that Mitchells released PCE on the Property in violation of its lease agreement as well as state and federal law. The obligation to remediate the Property now rests with Defendant The Men's Wearhouse, Inc. ("Men's Wearhouse") as the successor to Mitchells. Men's Wearhouse and its predecessors have now had 13 years to remediate the contamination, yet still has not satisfied its cleanup obligations. The Environmental Agreement expressly reserves the right of ProLogis to pursue claims regarding the effect of the contamination on the value of the property. ProLogis thus brings this action to recover costs and damages not covered by the arbitration agreement, including but not limited to response costs, diminution in property value, remediation expenses, lost rents, attorney's fees, and

all other costs ProLogis incurred related to the contamination of the Property.

ProLogis denies any liability to Men's Wearhouse for contribution costs.

The legal issues to be decided are as follows:

- (a) Whether Men's Wearhouse is liable to ProLogis for response costs under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*;
- (b) Whether Men's Wearhouse is liable for breach of contract and, if so, the extent to which ProLogis has suffered damages as a result of that breach;
- (c) Whether Men's Wearhouse is liable for trespass, and if so, the extent to which ProLogis has suffered damages as a result;
- (d) Whether Men's Wearhouse is liable for nuisance, and if so, the extent to which ProLogis has suffered damages as a result;
- (e) Whether Men's Wearhouse is liable for negligence, and if so, the extent to which ProLogis has suffered damages as a result;
- (f) Whether ProLogis is entitled to recover damages, including but not limited to lost rents, property damage, special damages,

consequential damages, costs, expenses, and other damages related to the contamination of the property; and

- (g) Whether ProLogis is entitled to recover attorneys' fees and expenses of litigation in this action under the terms of the Lease Agreement as well as pursuant to O.C.G.A. § 13-1-11, and/or O.C.G.A. § 13-6-11.

(2) Describe in detail all statutes, codes, regulations, legal principles, standards and customs or usages, and illustrative case law which plaintiff contends are applicable to this action.

At this time, ProLogis is aware of the following statutes, regulations, and illustrative case law that are representative of the legal principles that are applicable to this dispute: the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, and rules and regulations promulgated thereunder; the Hazardous Site Response Act ("HSRA"), O.C.G.A. §§ 12-8-90 *et seq.*, and rules and regulations promulgated thereunder; the Hazardous Site Reuse and Redevelopment Act ("Brownfields Act"), O.C.G.A. §§ 12-8-200 *et seq.*, and any accompanying rules and regulations; Attorneys' Fees and Expenses of Litigation under O.C.G.A. § 13-6-11; O.C.G.A. Title 13 (Contracts); O.C.G.A. Title 41 (Nuisances); O.C.G.A. Title 51 (Torts), Chapters 1 (General Provisions), 2 (Imputable Negligence), 9 (Injuries to Real

Estate), & 12 (Damages); common law theories of nuisance and continuing nuisance, trespass and continuing trespass, negligence, and breach of contract; and relevant State and Federal case law relating to the foregoing.

ProLogis reserves the right to supplement and amend this response and to rely on statutes, codes, regulations, legal principals, standards, customs, usages, and case law not identified herein.

(3) Provide the name and, if known, the address and telephone number of each individual likely to have discoverable information that you may use to support your claims or defenses, unless solely for impeachment, identifying the subjects of the information. (Attach witness list to Initial Disclosure as Attachment A.)

Response: See Attachment A hereto.

(4) Provide the name of any person who may be used at trial to present evidence under Rules 702, 703, or 705 of the Federal Rules of Evidence. For all experts described in Fed. R. Civ. P. 26(a)(2)(B), provide a separate written report satisfying the provisions of that rule. (Attach expert witness list and written reports to Responses to Initial Disclosures as Attachment B.)

Response:

Larry A. Neal, PE
Senior Principal Environmental Engineer
Vice President
MACTEC Engineering and Consulting, Inc.
3200 Town Point Drive NW, Suite 100
Kennesaw, GA 30144

Mr. Neal has not yet prepared a written report. When Mr. Neal has concluded his work and prepared a final report, ProLogis will provide the report to Men's Wearhouse.

ProLogis has not retained any other witness who may be used at trial to present evidence under Rules 702, 703, or 705 of the Federal Rules of Evidence.

ProLogis reserves the right to supplement this list at the appropriate time in the event it retains any other expert witness to testify in this case.

(5) Provide a copy of, or a description by category and location of, all documents, data compilations, and tangible things in your possession, custody, or control that you may use to support your claims or defenses unless solely for impeachment, identifying the subjects of the information. (Attach document list and descriptions to Initial Disclosures as Attachment C.)

Response: See Attachment C hereto.

(6) In the space provided below, provide a computation of any category of damages claimed by you. In addition, include a copy of, or describe by category and location of, the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered, making such documents or evidentiary material available for inspection and copying as under Fed. R. Civ. P. 34. (Attach any copies and descriptions to Initial Disclosures as Attachment D.)

Response:

Plaintiff seeks the following damages:

(a) Response costs under CERCLA and recovery of attorneys' fees and environmental consultant fees as authorized by the various lease agreements. A

summary of the attorneys' fees and environmental consultant fees are attached as Attachment D. ProLogis likewise seeks recovery for the on-going operational cost of the vapor intrusion remediation system located under the building formerly occupied by Men's Wearhouse. ProLogis likewise seeks any additional response costs, attorneys' fees, environmental consultant fees, and operational costs that it may incur in the future.

- (b) Attorneys' fees, costs, and interest under O.C.G.A. § 13-6-1.
- (c) Lost rents resulting from the contamination of the Property.
- (d) Interference with ProLogis's right to use and enjoy its Property.

Compensation for interference with a property owner's right to the unencumbered use of its property is a matter of general damages committed to the enlightened conscience of the finder of fact.

(e) Damage to the value of the Property, which will be presented by expert and lay testimony. Men's Wearhouse has failed to fulfill its obligation to adequately remediate the Property, has failed to obtain sufficient information to allow the Property to enter and complete the Brownfields Program, and has failed to take the steps necessary to finalize the remediation once the cleanup is complete (e.g., removal of all remediation equipment as required by the Access Agreement between the Parties). These failures have had a substantial negative affect on the

value of the Property. The precise nature and scope of additional work to be performed by Men's Wearhouse on the Property is the subject of pending arbitration proceeding between the Parties.

(f) Such other and further relief as the Court may deem just and proper.

(7) Attach for inspection and copying as under Fed. R. Civ. P. 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. (Attach copy of insurance agreement to Initial Disclosures as Attachment E.)

Response: None.

(8) Disclose the full name, address, and telephone number of all persons or legal entities who have a subrogation interest in the cause of action set forth in plaintiffs cause of action and state the basis and extent of such interest.

Response: None.

Respectfully submitted this 21st day of April, 2011.

/s/ Randy J. Butterfield
Randy J. Butterfield
Georgia Bar No. 100120
Charles H. Tisdale
Georgia Bar No. 712950
Emily E. Shingler
Georgia Bar No. 311482
KING & SPALDING LLP
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Atlanta, Georgia 30309
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Counsel for Plaintiff ProLogis

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
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PROLOGIS,

Plaintiff,

v.

THE MEN'S WEARHOUSE,

Defendant.

**CIVIL ACTION NO.:
1:11-CV-00607-JOF**

CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing **PLAINTIFF'S INITIAL DISCLOSURES** was prepared in Times New Roman 14-point font, double-spaced, with a top margin of not less than 1.5 inches and a left margin of not less than 1 inch.

/s/ Randy J. Butterfield
Randy J. Butterfield
Georgia Bar No. 100120
KING & SPALDING LLP
1180 Peachtree Street N.E.
Atlanta, GA 30309-3521

Counsel for Plaintiff ProLogis

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing **PLAINTIFF'S INITIAL DISCLOSURES** with the Clerk of Court using the CM/ECF system, which will automatically send notification of the filing to the following:

William J. Sheppard
James Merritt, Jr.
JAMES, BATES, POPE & SPIVEY, LLP
3399 Peachtree Road, N.E.
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Tel: 404-997-6020
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wsheppard@jbpslaw.com
jmerrit@jbpslaw.com

Counsel for Defendant The Men's Wearhouse

This 21st day of April, 2011.

/s/ Randy J. Butterfield
Randy J. Butterfield
Georgia Bar No. 100120
KING & SPALDING LLP
1180 Peachtree Street N.E.
Atlanta, GA 30309-3521

Counsel for Plaintiff ProLogis

ATTACHMENT A**Identification of Individuals with Discoverable Information**

The following is a list of names and, if known, addresses and telephone numbers of individuals that Plaintiff currently believes are likely to have discoverable information relevant to facts alleged with particularity in the pleadings, identifying the subjects of the information:

<u>Name</u>	<u>Subject Matter</u>	<u>Address & Phone</u>
<u>ProLogis</u> Jan Kneisel Scott W. Strine	Background, costs, and ongoing expenses.	c/o Randy J. Butterfield King & Spalding LLP 1180 Peachtree Street Atlanta, Georgia 30309 404-572-3511 404-572-5136 (fax)
<u>ProLogis</u> Rodney Davidson Susan Cantrell Danita Williams	Property management, costs, and ongoing expenses.	c/o Randy J. Butterfield King & Spalding LLP 1180 Peachtree Street Atlanta, Georgia 30309 404-572-3511 404-572-5136 (fax)
<u>SECOR</u> D. Howe Gates Mark A. Trewartha	Contamination	c/o Randy J. Butterfield King & Spalding LLP 1180 Peachtree Street Atlanta, Georgia 30309 404-572-3511 404-572-5136 (fax)

<u>Name</u>	<u>Subject Matter</u>	<u>Address & Phone</u>
<u>WSP Environment & Energy (formerly known as Environmental Strategies Corp.)</u> Kurt Zmich	Contamination	c/o Randy J. Butterfield King & Spalding LLP 1180 Peachtree Street Atlanta, Georgia 30309 404-572-3511 404-572-5136 (fax)
<u>EPD Employees</u> David Reuland Carolyn L. Daniels Kristen Ritter-Rivera Terry Allison Bruce O'Connor Jim Brown	Contamination	Georgia Department of Natural Resources Response and Remediation Program 2 Martin Luther King, Jr. Dr. Suite 1462, East Tower Atlanta, GA 30334 404-657-8600
Environmental consultants retained by Defendant, including S&ME, Wilmer Engineering, Environ, and Maxis Engineering, together with their respective agents and employees	Remedial activities	
Any person identified by Men's Wearhouse.		

By listing individuals for ProLogis or their consultants, ProLogis in no way consents to Men's Wearhouse contacting these individuals, except through counsel for ProLogis. ProLogis reserves the right to supplement this list in the event additional individuals with relevant information are identified. In addition,

ProLogis reserves the right to call at trial, in person or by deposition, any person who has been deposed or cross-noticed for deposition in this case, any person who has been listed by any other party as a potential fact or expert witness, any person identified in documents by any other party, or any appropriate rebuttal witnesses to potential fact or expert witnesses identified by any other party.

ATTACHMENT C

Identification of Documents in the Possession or Control of Plaintiff

The following is a description by category and location of all documents that are relevant to disputed facts alleged with particularity in the pleadings:

- (1) Lease agreements and lease amendments between the Parties (being produced).
- (2) The Environmental Agreement and Access Agreement between the Parties (being produced).
- (3) Correspondence between the Parties and their counsel (not produced as Defendant has these documents).
- (4) The Administrative Record from EPD pertaining to contamination on or from the Property (in the files of EPD).
- (5) Environmental reports and supporting data analyses prepared by consultants for Men's Wearhouse (in the possession of Defendant).
- (6) Documents related to ProLogis's expenses for attorney's fees and environmental services concerning the contamination of the Property (redacted copies being produced).

- (7) Documents related to Plaintiff's income and expenses for the Property (certain documents being produced, others awaiting execution of confidentiality agreement and protective order).
- (8) Documents related to the deeds, legal description, and title insurance for the Property (being produced).
- (9) Certificates of amendment from the state of Maryland for Plaintiff's name changes (being produced).

ProLogis reserves the right to supplement this list in the event it identifies additional documents. ProLogis further reserves the right to use information, documents, and things subsequently obtained from Men's Wearhouse and/or third parties during the course of discovery.

ATTACHMENT D**Summary of Invoices from Environmental Consultants**

<i>Vendor Name</i>	<i>Description</i>	<i>Invoice #</i>	<i>Date</i>	<i>Amount</i>
Environmental Strategies Corp.	Professional Services	27093	1999	\$760.00
Environmental Strategies Corp.	Professional Services	27623	1999	\$2,658.64
Environmental Strategies Corp.	Professional Services	28410	2000	\$2,222.81
Environmental Strategies Corp.	Professional Services	29219	2000	\$4,263.54
Environmental Strategies Corp.	Professional Services	29721	2000	\$2,766.11
Environmental Strategies Corp.	Professional Services	30325	2000	\$3,673.52
SECOR	Sampling Investigation	159887	5/8/1998	\$16,387.76
Environmental Strategies Corp.	Professional Services	24642	11/13/1998	\$798.75
Environmental Strategies Corp.	Professional Services	30598	8/31/2000	\$1,682.04
Environmental Strategies Corp.	Professional Services	31201	10/27/2000	\$618.67
Environmental Strategies Corp.	Professional Services	33211	5/25/2001	\$380.00
Environmental Strategies Corp.	Professional Services	33820	7/27/2001	\$332.50
Environmental Strategies Corp.	Professional Services	34178	8/31/2001	\$455.00
Environmental Strategies Corp.	Environmental Study	1857201	5/30/2002	\$150.23
Environmental Strategies Corp.	Professional Services	1857202	8/23/2002	\$370.00

<i>Vendor Name</i>	<i>Description</i>	<i>Invoice #</i>	<i>Date</i>	<i>Amount</i>
Environmental Strategies Corp.	Professional Services	1857203	9/20/2002	\$195.00
Environmental Strategies Corp.	Professional Services	1857204	3/20/2003	\$1,774.50
Environmental Strategies Corp.	Professional Services	1857205	4/18/2003	\$180.50
Environmental Strategies Corp.	Professional Services	185720-6	5/16/2003	\$100.61
Environmental Strategies Corp.	Professional Services	1857207	6/20/2003	\$80.50
Environmental Strategies Corp.	Environmental Evaluation	18572010	10/17/2003	\$100.85
Environmental Strategies Corp.	Pleasantdale Industrial Building	185720-11	12/19/2003	\$200.00
Environmental Strategies Corp.	Professional Services	1857208	7/18/2003	\$100.00
Environmental Strategies Corp.	Professional Services	1857209	8/14/2003	\$163.66
Environmental Strategies Corp.	Professional Services	185720-12	2/13/2004	\$1.69
Environmental Strategies Corp.	Professional Services	18572014	5/26/2004	\$114.22
Environmental Strategies Corp.	Professional Services	185872015	7/26/2004	\$412.51
Environmental Strategies Corp.	Environmental	18572016	8/20/2004	\$27.84
Environmental Strategies Corp.	Environmental	18572013	3/19/2004	\$103.89
Environmental Strategies Corp.	Environmental	185720-17	12/22/2004	\$513.25
Environmental Strategies Corp.	Environmental	185720-18	1/26/2005	\$2,240.60

<i>Vendor Name</i>	<i>Description</i>	<i>Invoice #</i>	<i>Date</i>	<i>Amount</i>
WSP Environment & Energy	Environmental Tech. Assistance	080283-2	9/22/2008	\$11,898.60
WSP Environment & Energy	Environmental Tech. Assistance	080283-1	8/13/2008	\$2,724.59
WSP Environment & Energy	Environmental Tech Assistance	10162	10/21/2008	\$4,839.54
WSP Environment & Energy	Environmental Tech. Assistance	10362	11/13/2008	\$847.30
WSP Environment & Energy	Environmental	10781	12/24/2008	\$3,259.44
WSP Environment & Energy	Environmental	11187	2/20/2009	\$647.98
WSP Environment & Energy	Professional Services	11360	3/16/2009	\$1,901.45
WSP Environment & Energy	Professional Services	12402	8/18/2009	\$7,411.90
WSP Environment & Energy	Professional Services	12932	10/20/2009	\$9,136.22
WSP Environment & Energy	Professional Services	13329	12/10/2009	\$559.65

<i>Vendor Name</i>	<i>Description</i>	<i>Invoice #</i>	<i>Date</i>	<i>Amount</i>
WSP Environment & Energy	Professional Services	14713	6/24/2010	\$470.58
WSP Environment & Energy	Professional Services	15491	10/13/2010	\$941.16

TOTAL \$88,467.60

Summary of Invoices from King & Spalding

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
3/31/1998	94914	\$12,057.10	\$203.48	\$12,260.58
4/28/1998	96287	\$850.50	\$13.86	\$864.36
7/29/1998	101755	\$6,585.00	\$104.16	\$6,689.16
8/20/1998	103248	\$1,065.00	\$25.99	\$1,090.99
9/29/1998	105611	\$661.50	\$3.73	\$665.23
11/25/1998	109680	\$4,823.00	\$319.81	\$5,142.81
12/18/1998	111449	\$1,134.00	\$38.06	\$1,172.06
2/24/1999	115468	\$363.00	\$0.76	\$363.76
3/30/1999	117503	\$2,015.00	\$79.58	\$2,094.58
4/21/1999	118793	\$1,600.00	\$40.37	\$1,640.37
5/31/1999	121394	\$2,447.00	\$11.76	\$2,458.76
6/23/1999	122810	\$697.50	\$16.43	\$713.93
7/29/1999	124848	\$495.00	\$5.78	\$500.78
8/30/1999	126627	\$652.50	\$45.53	\$698.03
9/30/1999	128680	\$1,576.50	\$40.38	\$1,616.88
10/27/1999	130242	\$2,976.00	\$13.53	\$2,989.53

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
11/18/1999	132122	\$157.50	\$2.09	\$159.59
12/29/1999	134768	\$360.00	\$5.70	\$365.70
1/26/2000	136436	\$292.50	\$3.87	\$296.37
2/24/2000	138406	\$4,251.50	\$19.85	\$4,271.35
3/21/2000	139949	\$1,410.00	\$48.82	\$1,458.82
5/23/2000	144525	\$4,236.50	\$37.26	\$4,273.76
6/28/2000	147290	\$987.00	\$9.30	\$996.30
7/24/2000	148994	\$1,737.50	\$4.56	\$1,742.06
9/12/2000	152188	\$1,717.30	\$41.68	\$1,758.98
10/18/2000	155175	\$75.00	\$2.00	\$77.00
12/31/2000	160903	\$1,546.00	\$15.98	\$1,561.98
1/18/2001	161779	\$2,357.00	\$137.03	\$2,494.03
2/22/2001	164959	\$153.00	-	\$153.00
3/22/2001	167501	\$1,530.00	\$6.32	\$1,536.32
4/19/2001	169694	\$11,083.30	\$622.89	\$11,706.19
5/21/2001	172405	\$7,333.50	\$98.48	\$7,431.98
7/31/2001	178146	\$7,796.50	\$1,149.11	\$8,945.61

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
8/27/2001	180389	\$2,403.00	\$28.05	\$2,431.05
9/28/2001	182864	\$1,453.50	\$3.36	\$1,456.86
10/23/2001	185516	\$1,759.50	\$10.15	\$1,769.65
12/28/2001	191793	\$720.00	\$120.42	\$840.42
1/22/2002	193677	\$127.50	-	\$127.50
2/13/2002	195710	\$55.00	-	\$55.00
3/20/2002	199017	\$165.00	-	\$165.00
4/17/2002	201579	\$605.00	\$0.10	\$605.10
5/22/2002	204738	\$302.50	-	\$302.50
6/17/2002	206870	\$275.00	\$2.78	\$277.78
9/26/2002	216566	\$770.00	\$2.59	\$772.59
4/14/2003	235163	\$840.00	\$5.60	\$845.60
5/7/2003	237589	\$1,110.00	-	\$1,110.00
7/19/2003	245006	\$210.00	\$18.62	\$228.62
8/7/2003	247037	\$150.00	-	\$150.00
3/10/2004	268980	\$245.00	-	\$245.00
5/12/2004	275143	\$671.00	\$4.80	\$675.80

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
7/7/2004	281193	\$991.50	-	\$991.50
8/10/2004	284709	\$1,575.00	\$2.90	\$1,577.90
11/10/2004	294868	\$525.00	\$1.05	\$526.05
1/21/2005	302717	\$10,232.80	\$932.54	\$11,165.34
2/28/2005	306837	\$529.00	-	\$529.00
3/31/2005	309628	\$830.00	-	\$830.00
4/29/2005	312283	\$41.50	-	\$41.50
5/31/2005	316872	\$124.50	0.50	\$125.00
6/30/2005	321637	\$83.00	-	\$83.00
7/31/2005	325823	\$124.50	-	\$124.50
8/31/2005	328882	\$166.00	\$0.50	\$166.50
11/30/2005	340289	\$83.00	\$15.54	\$98.54
2/28/2006	351091	\$138.00	-	\$138.00
6/28/2006	369835	\$506.00	-	\$506.00
7/28/2006	373635	\$552.00	\$0.05	\$552.05
10/10/2006	385844	\$230.00	-	\$230.00
5/16/2007	419759	\$2,970.00	\$27.45	\$2,997.45

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
6/18/2007	426008	\$1,089.00	\$0.60	\$1,089.60
7/19/2007	431198	\$198.00	\$0.20	\$198.20
9/19/2007	442305	\$1,435.50	\$1.79	\$1,437.29
12/26/2007	462991	\$247.50	\$59.00	\$306.50
1/29/2008	468908	\$346.50	\$21.85	\$368.35
3/24/2008	480036	-	\$2.06	\$2.06
4/23/2008	64586M	-	\$346.50	\$346.50
8/25/2008	513452	\$3,584.50	\$356.38	\$3,940.88
9/29/2008	520571	\$3,932.50	\$3.50	\$3,936.00
10/20/2008	524571	\$856.00	-	\$856.00
11/25/2008	533024	\$5,564.00	\$15.31	\$5,579.31
1/29/2009	544713	\$3,263.50	\$1,634.87	\$4,898.37
2/25/2009	550101	\$522.00	-	\$522.00
3/20/2009	553938	\$9,338.00	\$12.00	\$9,350.00
4/24/2009	561243	\$13,098.50	\$41.32	\$13,139.82
5/26/2009	568118	\$2,784.00	\$142.04	\$2,926.04
6/22/2009	572056	\$6,821.50	\$354.35	\$7,175.85

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
7/27/2009	582318	\$4,379.50	\$114.57	\$4,494.07
8/21/2009	586057	\$12,861.00	\$193.40	\$13,054.40
9/25/2009	594932	\$16,648.00	\$25.30	\$16,673.30
10/26/2009	603609	\$3,828.00	-	\$3,828.00
11/23/2009	608869	\$4,161.00	\$19.69	\$4,180.69
12/28/2009	616394	\$2,577.00	\$4.05	\$2,581.05
1/25/2010	622149	\$1,276.00	-	\$1,276.00
2/25/2010	629879	\$366.00	-	\$366.00
3/26/2010	636243	\$854.00	\$12.53	\$866.53
5/25/2010	648822	\$5,427.50	\$168.76	\$5,596.26
6/18/2010	652821	\$2,150.00	-	\$2,150.00
7/27/2010	661889	\$261.00	\$32.54	\$293.54
8/27/2010	668448	\$61.00	-	\$61.00
9/28/2010	674164	\$1,098.00	-	\$1,098.00
10/27/2010	679941	\$478.50	\$153.90	\$632.40
11/19/2010	683360	\$1,062.50	-	\$1,062.50

<i>Date</i>	<i>Invoice #</i>	<i>Fees</i>	<i>Expenses</i>	<i>Invoice Total</i>
12/10/2010	687729	\$1,952.00	-	\$1,952.00
1/31/2011	9695105	\$1,952.00	\$3.50	\$1,955.50

TOTALS \$233,060.50 \$8,065.16 \$241,125.66